

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ALLIED ORTHOPEDIC ASSOCIATES,  
INC.,

Plaintiff,

v.

BRIAN LEONETTI, et al.,

Defendants.

CIVIL ACTION  
NO. 18-01566

**ORDER**

**AND NOW**, this 24th day of August 2018, upon consideration of Plaintiff's Motion for Preliminary Injunction (Doc. No. 10), Defendants' responses thereto (Doc. Nos. 15, 31), and after a hearing, and for the reasons stated in the Opinion of the Court on the Motion for Preliminary Injunction, it is **ORDERED** as follows:

- 1) Plaintiff's Motion for Preliminary Injunction (Doc. No. 10) is **GRANTED**;
- 2) Defendant Brian Leonetti is preliminarily enjoined for a period of eighteen (18) months from the date Plaintiff posts the security with the Clerk of Court from working with or for Defendant Nuvasive, Inc. in Delaware, Philadelphia and the Philadelphia suburbs or from otherwise engaging in competitive activity against Plaintiff in regard to medical facilities or doctors in Delaware, Philadelphia and the Philadelphia suburbs that are Plaintiff's customers;

Within that eighteen (18) month period, Defendant Leonetti is preliminarily enjoined from engaging in the conduct described in paragraphs 3 to 7.

- 3) Defendant Leonetti is preliminarily enjoined from using or disclosing confidential information or trade secrets of Plaintiff or Plaintiff's customers;

- 4) Defendant Leonetti is preliminarily enjoined from communicating with any of Plaintiff's customers, including but not limited to physicians, hospitals and hospital networks, for the purpose of inducing, soliciting, requesting or advising any such customers to do business with Plaintiff's competitors;
- 5) Defendant Leonetti is preliminarily enjoined from accepting business from any of Plaintiff's customers, including but not limited to physicians, hospitals and hospital networks;
- 6) Defendant Leonetti is preliminarily enjoined from canvassing, soliciting, requesting or advising any of Plaintiff's employees to accept employment with any person, firm, or business which competes with any business of Plaintiff;
- 7) Defendant Leonetti is preliminarily enjoined from violating any restrictive covenants contained in the May 15, 2008 Non-Competition, Non-Solicitation and Confidentiality Agreement;

Defendant Nuvasive, Inc. is preliminarily enjoined for a period of eighteen (18) months from the date Plaintiff posts the security with the Clerk of Court from engaging in the conduct described in paragraph 8.

- 8) Defendant Nuvasive, Inc. is preliminarily enjoined from employing Defendant Leonetti in any capacity in which Leonetti would provide services, directly or indirectly, in Delaware, Philadelphia and the Philadelphia suburbs to Plaintiff's customers, or in any capacity in which Leonetti would violate the injunction set forth in paragraph 2. Nuvasive is further enjoined from possessing, using and/or disclosing Plaintiff's confidential information and/or trade secrets, or that of Plaintiff's customers.

- 9) Defendants are directed to immediately return to Plaintiff any documents containing confidential information and/or trade secrets of Plaintiff and/or its customers that Defendants may have in their possession, custody and/or control.
- 10) Plaintiff shall post a bond as security with the Clerk of Court in the amount of \$15,000.

BY THE COURT:

/s/ Joel H. Slomsky, J.  
JOEL H. SLOMSKY, J.